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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

2/28
ame

THE BOARD OF TRUSTEES, in their
capacities as Trustees of the LABORERS
HEALTH AND WELFARE TRUST FUND
FOR NORTHERN CALIFORNIA;
LABORERS VACATION-HOLIDAY TRUST
FUND FOR NORTHERN CALIFORNIA;
LABORERS PENSION TRUST FUND FOR
NORTHERN CALIFORNIA; and LABORERS
TRAINING AND RETRAINING TRUST
FUND FOR NORTHERN CALIFORNIA,

Plaintiffs,

v.

GEO GROUT, INC.,

Defendant.

No. 13-04322-SI

**STIPULATION FOR ENTRY OF
JUDGMENT; [PROPOSED] ORDER**

The parties hereto hereby stipulate and agree as follows:

1. Plaintiffs, The Board of Trustees, in their capacities as Trustees of the Laborers Health and Welfare Trust Fund for Northern California; Laborers Vacation-Holiday Trust Fund for Northern California; Laborers Pension Trust Fund for Northern California; and Laborers Training and Retraining Trust Fund for Northern California (hereinafter "Trust Funds" or "Plaintiffs"),

1 have brought the above-captioned action against Defendant Geo Grout, Inc. (hereinafter referred
 2 to as "Defendant"). Plaintiffs sought payment of unpaid fringe benefit contributions, liquidated
 3 damages, and interest. Plaintiffs are also seeking all attorneys' fees, costs, and other reasonable
 4 expenses incurred in connection with this action. The parties are desirous of settling this action
 5 and as such, the parties hereby stipulate and agree to settle this action under the following terms:

6 2. Defendant agrees to have judgment entered against it as follows:

- 7 a. Judgment shall be entered against Defendant and in favor of Plaintiffs in the
 8 amount of \$185,306.51, comprised of \$158,266.11 in unpaid contributions;
 9 \$21,928.06 in interest and liquidated damages; and \$5,112.34 in attorneys' fees
 10 and costs.
 11 b. Plaintiffs are entitled pursue to all legal remedies to collect this judgment,
 12 including, but not limited to, the filing of liens against any litigation in which
 13 Defendant is a party. Interest of 10% per annum will accrue on the outstanding
 14 amounts owed under the settlement agreement from the date of entry of the
 15 stipulated judgment.

16 3. The parties further acknowledge that by entering into this stipulation, the Trust Funds
 17 in no way waive their right to conduct an audit for the period of time covered by this action or to
 18 seek payment of any additional amounts from Defendant if it is discovered that additional unpaid
 19 contributions, which are unknown to Plaintiffs at the time of entering into this stipulation, are due
 20 and owing.

21 4. Nothing in this Stipulation will alter Defendant's ongoing obligations under the
 22 collective bargaining agreement, including Defendant's obligations to submit all fringe benefit
 23 contributions to the Trust Funds in a timely manner.

24 5. If Plaintiffs consult legal counsel with respect to the enforcement of this Judgment,
 25 there shall be added to Defendant's obligation under a modification to this Stipulation for Entry
 26 of Judgment reasonable attorneys' fees, court costs and all other reasonable expenses incurred by
 27 Plaintiffs in connection with such suit or claim, including any and all appellate proceedings
 28 therein. The parties stipulate to this Court's continuing jurisdiction, and agree that Plaintiffs may

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 25 there shall be added to Defendant's obligation under a modification to this Stipulation for Entry
 26 of Judgment reasonable attorneys' fees, court costs and all other reasonable expenses incurred by
 27 Plaintiffs in connection with such suit or claim, including any and all appellate proceedings
 28 therein. The parties stipulate to this Court's continuing jurisdiction, and agree that Plaintiffs may

1 seek enforcement of this Stipulation in this Court or in any court of competent jurisdiction under
2 Section 664.6 of the California Code of Civil Procedure and related provisions of federal law.

3 6. Defendant further stipulates and agrees that if Geo Grout, Inc. is sold, this Agreement
4 shall be binding on its successors, heirs, and assigns regardless of whether it changes the name or
5 style or address of the business.

6 7. The provisions set forth in this Stipulation for Entry of Judgment are not in violation
7 of any state or federal law. However, if any portion of said stipulation is found to be in violation
8 of any state or federal law, the other portions of this stipulation shall remain in full force and
9 effect.

10 8. Plaintiffs and Defendant acknowledge that they have had the opportunity to be
11 represented by independent legal counsel of their own choice throughout all of the negotiations
12 that preceded the execution of this Stipulation for Entry of Judgment. Plaintiffs and Defendant
13 further acknowledge that they have had adequate opportunity to perform whatever investigation
14 or inquiry they may deem necessary in connection with the subject matter of this Stipulation for
15 Entry of Judgment prior to its execution, and agree with the delivery and acceptance of the
16 considerations specified in this Stipulation for Entry of Judgment.

17 9. This Stipulation may be executed in counterpart.

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10. The parties hereto mutually state that they have read the foregoing Stipulation for Entry of Judgment and are fully aware of its contents and legal facts. This stipulation for entry of Judgment constitutes the entire agreement of the parties and is entered into on the dates below indicated.

Dated: January 24 2014

GEO GROUT, INC., a California Corporation

By: [Signature]
President - Kenneth Tholin

Dated: January 24 2014

SIMPSON, GARRITY, INNES & JACUZZI
A Professional Corporation

By: [Signature]
PAUL SIMPSON
Attorneys for Defendant

Dated: February 6 2014

LABORERS TRUST FUNDS

By: [Signature]
MICHELLE LAUZIÈRE
Accounts Receivable Manager for Plaintiffs

Dated: FEBRUARY 6, 2014


WEINBERG, ROGER & ROSENFELD
A Professional Corporation

By: [Signature]
DANIEL S. BROME
Attorneys for Plaintiffs

[PROPOSED] ORDER

It is so ordered that Judgment is entered against Defendant Geo Grout, Inc., as set forth in the Stipulation for Entry of Judgment.

Dated: 2/19/2014


The Honorable Susan Illston
United States District Court Judge
EDWARD M. CHEN
UNITED STATES DISTRICT JUDGE

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